



CITY OF NORMAN, OK CITY COUNCIL SPECIAL MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069

Tuesday, August 15, 2023 at 5:30 PM

AGENDA

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5446, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

AMENDED

CALL TO ORDER

AGENDA ITEMS

1. DISCUSSION REGARDING THE CITY'S SCHOOL RESOURCE OFFICER PROGRAM INCLUDING THE PUBLIC SAFETY SALES TAX
2. DISCUSSION REGARDING POSSIBLE SALE OF 718 N. PORTER AND OTHER HOMELESS SHELTER OPTIONS.
3. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, TITLE 25 § 307(B)(4) TO DISCUSS POSSIBLE LITIGATION ASSOCIATED WITH TRAVIS KING VS. THE CITY OF NORMAN.

ADJOURNMENT



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 08/15/2023

REQUESTER: Darrel Pyle, City Manager

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: DISCUSSION REGARDING THE CITY'S SCHOOL RESOURCE OFFICER PROGRAM INCLUDING THE PUBLIC SAFETY SALES TAX

BACKGROUND:

On May 13, 2008, the citizens of the City of Norman approved a half percent tax on retail sales and dedicated the revenues generated thereby for a seven-year term primarily to the uses outlined in the Public Safety Sales Tax Ordinance. That tax began on October 1, 2008 and expired on September 30, 2015 (PSST I). Under PSST I, the City hired forty-one additional police personnel, hired thirty additional fire personnel, purchased forty-one police sedans; purchased fire trucks to equip two new fire stations; and funded the land acquisition, design, construction, and furnishing of Fire Stations 8 and 9; all as the primary purposes of the tax. Although the tax was passed as a temporary tax and some of the primary purposes of the PSST I tax provide for one time capital improvements, such as the two fire stations, it was always contemplated that renewal of the tax at some level would be required to maintain the added PSST personnel and ongoing equipment updates.

Beginning in November 2013, City Council began exploring specific options for renewal of that tax (PSST II). Ultimately, Council directed that Ordinance O-1314-33 calling the election for renewal of the Public Safety Sales Tax, and establishing the purposes of the Public Safety Sales Tax, be placed on Council's agenda for consideration. PSST II was approved by voters in April 2014, taking effect upon the expiration of PSST I.

PSST II continued the dedicated half percent tax on retail sales to be used primarily for public safety purposes. PSST II specifically funds the following items:

- Retention of forty-one police personnel and thirty fire personnel initially added with revenues from the PSST I
- Addition of thirteen police personnel to implement a school resource officer program
- Addition of four emergency communications officers
- Addition of two emergency vehicle mechanics
- Replacement of City radio communications systems
- Construction of emergency operations and dispatch facility
- Replacement of fire trucks and apparatus
- Relocation and reconstruction of Fire Station 5

Upon the satisfaction of the listed funding goals above, any excess PSST II revenues will be split between the General Fund (75%) and the Capital Fund (25%) for such other public needs as may be identified by Council after evaluation considering at least one of the following criteria:

- Projects or expenditures that enhance public safety services
- Projects or expenditures that enhance emergency management capabilities
- Projects or expenditures that enhance animal welfare capabilities
- Projects or expenditures that provide direct services to the citizens
- Projects or expenditures that help ensure long term financial stability of the City
- Projects or expenditures that provide for continuity of City services.

PSST II continued the Citizens Public Safety Sales Tax Oversight Committee as established by the PSST I, Ordinance O-0708-32. The purpose of the Public Safety Sales Tax Oversight Committee is to review the expenditure of revenues collected under the PSST II to determine if such funds are expended for the purposes specified in the Ordinance and issuing reports on their findings to the City Council and the public on an annual basis or as requested by Council. The Committee may also prospectively review and make recommendations on other such issues related to public safety as may be assigned to it by City Council.

Regarding the School Resource Officer (“SRO”) Program, the ballot language said this:

“.....ADDITION OF THIRTEEN (13) POLICE PERSONNEL POSITIONS TO IMPLEMENT A SCHOOL RESOURCE OFFICER PROGRAM *JOINTLY FUNDED WITH PARTICIPATING PUBLIC SCHOOL SYSTEMS* WITHIN THE MUNICIPALITY....”
(*emphasis added*).

All authorized expenditures from PSST II funds are limited by the extent to which the revenues generated from the PSST II tax are sufficient to cover the specified expenditures. Both PSST I and PSST II are considered a special or limited purpose tax, which means the authorized expenditures from the revenues must have been set forth with some specificity in the ordinance that was adopted in conjunction with the ballot proposition.¹ Similar language is found in Section 9 of Ordinance O-1314-33 where the purposes of the tax revenues are described. The purposes for which the PSST II revenues can be used are also codified in Section 12-415(b) and (c) of Norman’s Municipal Code. Two primary restrictions are placed upon the ability of cities to impose taxes – the ordinance or resolution levying the tax must specify distinctly the purpose for which the tax is levied, and no tax levied and collected for one purpose can be used for another purpose.² Only the voters can change the purpose, rate or duration of the tax.³

Recently, discussions have occurred between Norman Public Schools, the City and Cleveland County regarding how to increase the number of SRO’s so that one could be placed in every NPS school. Currently, the City has allocated funds for 9 of the 13 SRO’s contemplated by PSST II. As required by the PSST II ordinance, the 9 SRO’s are funded jointly between the City and NPS pursuant to an adopted MOU. PSST revenues for the City and revenue for NPS have not been sufficient to add additional officers. Nine SRO’s provides for 1 SRO supervisor, 2 SRO’s

¹ 68 Okla. Stat. § 2701.

² Oklahoma Constitution, Article X, Section 19.

³ Okla. Attorney General 2012-16, 2012 WL 4865723, at *3 (Oct. 4, 2012)

at each high school, and 1 SRO at each middle school. The 4 remaining SRO positions mandated by PSST II would rotate between NPS elementary schools. The Cleveland County Sheriff's office currently provides 1 SRO for Dimensions Academy, which is a Norman Public School "for students who thrive in alternative learning environments".

DISCUSSION:

If Council were able to identify sufficient funding for the SRO program as contemplated by PSST II and the recent enhancements to the program requested by NPS, Norman police department staff estimate that it would take approximately 3 years to recruit and train 17 new officers to allow existing officers to fill the additional SRO positions. The Cleveland County Sheriff's office has indicated they could fill those positions more quickly and perhaps by the end of the upcoming school year. Although the Cleveland County Sheriff's office could fill the positions more quickly, it does not have any funding available for the additional hires.

It has been proposed that the County amend its MOU with NPS to provide 17 additional SRO's for placement at elementary schools (scheduled for NPS consideration on August 14), and that the County, City and NPS enter into a separate MOU providing for City funding of the additional SRO positions. As the City is able to hire additional officers and move seasoned and specially trained officers into SRO positions, it is proposed that the County positions would be eliminated and the funding arrangement altered so that the City could use its funds for its own SRO's.

Staff will be available on Tuesday to discuss this issue further and provide Council with more detailed financial analysis of the General Fund and the PSST Fund as it relates to the SRO Program.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN SAID CITY OF NORMAN, STATE OF OKLAHOMA, (THE CITY), ON THE FIRST DAY OF APRIL, 2014, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED, QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVING OR REJECTING ORDINANCE NO. O-1314-33 OF THE CITY OF NORMAN, OKLAHOMA, LEVYING AND ASSESSING A SALES TAX OF ONE HALF OF ONE PERCENT (1/2%) ACCOUNTED FOR IN THE PUBLIC SAFETY SALES TAX FUND INTENDED TO REPLACE THE ONE HALF OF ONE PERCENT (1/2%) TEMPORARY PUBLIC SAFETY SALES TAX OF 2008 PROVIDED FOR IN ORDINANCE NO. O-0708-32 UPON ITS EXPIRATION ON SEPTEMBER 30, 2015 BUT IS OTHERWISE IN ADDITION TO PRESENT CITY AND STATE SALES TAXES UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM ALL SALES TO ANY PERSON TAXABLE UNDER THE SALES TAX LAW OF OKLAHOMA INCLUDING, BUT NOT LIMITED TO, CERTAIN ENUMERATED SALES LISTED THEREIN; PROVIDING FOR THE PURPOSE OF THE ONE HALF OF ONE PERCENT (1/2%) SALES TAX TO BE USED, TO THE EXTENT FEASIBLE FROM THE REVENUES GENERATED HEREBY, FOR THE PURPOSES OF RETENTION OF THE SEVENTY-ONE (71) PUBLIC SAFETY PERSONNEL POSITIONS INITIALLY ADDED WITH REVENUES FROM THE PUBLIC SAFETY SALES TAX OF 2008 COLLECTED PURSUANT TO ORDINANCE NO. O-0708-32; ADDITION OF THIRTEEN (13) POLICE PERSONNEL POSITIONS TO IMPLEMENT A SCHOOL RESOURCE OFFICER PROGRAM JOINTLY FUNDED WITH PARTICIPATING PUBLIC SCHOOL SYSTEMS WITHIN THE MUNICIPALITY, FOUR (4) EMERGENCY COMMUNICATIONS OFFICERS, AND TWO (2) EMERGENCY VEHICLE MECHANICS; REPLACEMENT OF CITY EMERGENCY COMMUNICATIONS SYSTEMS; CONSTRUCTION OF EMERGENCY OPERATIONS AND DISPATCH FACILITY; REPLACEMENT OF FIRE TRUCKS AND APPARATUS; RELOCATION AND RECONSTRUCTION OF FIRE STATION NO. 5; DEBT SERVICE IF INCURRED FOR THE ABOVE PURPOSES; AND THEN ACCOUNTING FOR THREE EIGHTHS OF ONE PERCENT (3/8%) TO THE GENERAL FUND AND ONE EIGHTH OF ONE PERCENT (1/8%) TO THE CAPITAL FUND FOR SUCH OTHER LAWFUL PURPOSES AS SPECIFIED HEREIN; TO BECOME EFFECTIVE ON THE FIRST DAY OF OCTOBER, 2015, FROM THE SALES TAX LAW OF OKLAHOMA INCLUDING, BUT NOT LIMITED TO, CERTAIN ENUMERATED EXEMPTIONS LISTED THEREIN; PROVIDING FOR THE ADMINISTRATION AND COLLECTION OF TAX; REQUIRING THE FILING OF RETURNS; PROVIDING FOR INTEREST AND PENALTIES FOR

FAILURE TO PAY TAX WHEN DUE; PROVIDING FOR TAXPAYER TO KEEP RECORDS; REQUIRING VENDORS TO COLLECT TAX FROM PURCHASER AT TIME OF SALE; ESTABLISHING LIENS; AUTHORIZING THE CITY COUNCIL TO MAKE ADMINISTRATIVE AND TECHNICAL CHANGES AND ADDITIONS EXCEPT TAX RATE; MAKING THE TAX CUMULATIVE; AMENDING SECTIONS 8-403 AND 8-416 OF CHAPTER 8 OF THE CODE OF ORDINANCES TO ADD A PERMANENT TAX FOR PUBLIC SAFETY PURPOSES; REQUIRING APPROVAL OF ORDINANCE BY MAJORITY OF REGISTERED VOTERS VOTING AT AN ELECTION HELD FOR SUCH PURPOSE AS PROVIDED BY LAW; FIXING EFFECTIVE DATE; AND PROVIDING FOR THE SEVERABILITY THEREOF.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 1. Proposition. That the Mayor of the City of Norman, Oklahoma, or in her absence or incapacity, the duly qualified Mayor Pro Tem, be and hereby is authorized and directed to call a special election to be held in the City of Norman, Oklahoma, on the first day of April, 2014, for the purpose of submitting to the registered, qualified voters of said City of Norman, Oklahoma, for their approval or rejection the following proposition:

PROPOSITION

“SHALL ORDINANCE NO. O-1314-33 PROVIDING FOR THE ASSESSMENT OF A SALES TAX OF ONE HALF OF ONE PERCENT (1/2%) ACCOUNTED FOR IN THE PUBLIC SAFETY SALES TAX FUND INTENDED TO REPLACE THE ONE HALF OF ONE PERCENT (1/2%) TEMPORARY PUBLIC SAFETY SALES TAX OF 2008 PROVIDED FOR IN ORDINANCE NO. O-0708-32 UPON ITS EXPIRATION ON SEPTEMBER 30, 2015 BUT IS OTHERWISE IN ADDITION TO THE PRESENT CITY AND STATE SALES TAX UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM ALL SALES TO ANY PERSON TAXABLE UNDER THE SALES TAX LAW OF OKLAHOMA INCLUDING, BUT NOT LIMITED TO, CERTAIN ENUMERATED SALES LISTED THEREIN; PROVIDING FOR THE PURPOSE OF THE ONE HALF OF ONE PERCENT (1/2%) TO BE USED, TO THE EXTENT FEASIBLE FROM THE REVENUES GENERATED HEREBY, FOR THE PURPOSES OF RETENTION OF THE SEVENTY-ONE (71) PUBLIC SAFETY PERSONNEL POSITIONS INITIALLY ADDED WITH REVENUES FROM THE PUBLIC SAFETY SALES TAX OF 2008 COLLECTED

PURSUANT TO ORDINANCE NO. O-0708-32; ADDITION OF THIRTEEN (13) POLICE PERSONNEL POSITIONS TO IMPLEMENT A SCHOOL RESOURCE OFFICER PROGRAM JOINTLY FUNDED WITH PARTICIPATING PUBLIC SCHOOL SYSTEMS WITHIN THE MUNICIPALITY, FOUR (4) EMERGENCY COMMUNICATIONS OFFICERS, AND TWO (2) EMERGENCY VEHICLE MECHANICS; REPLACEMENT OF CITY EMERGENCY COMMUNICATIONS SYSTEMS; CONSTRUCTION OF EMERGENCY OPERATIONS AND DISPATCH FACILITY; REPLACEMENT OF FIRE TRUCKS AND APPARATUS; RELOCATION AND RECONSTRUCTION OF FIRE STATION NO. 5; DEBT SERVICE IF INCURRED FOR THE ABOVE PURPOSES; AND THEN ACCOUNTING FOR THREE EIGHTHS OF ONE PERCENT (3/8%) TO THE GENERAL FUND AND ONE EIGHTH OF ONE PERCENT (1/8%) TO THE CAPITAL FUND FOR SUCH OTHER LAWFUL PURPOSES OF THE CITY BE APPROVED; AND PROVIDING THAT ONE HALF OF ONE PERCENT (1/2%) SHALL BEGIN TO BE LEVIED ON OCTOBER 1, 2015?"

- § 2. That such call for said election shall be by Special Election Proclamation and Notice, signed by the Mayor or Mayor Pro Tem and attested to by the City Clerk, setting forth the proposition to be voted on; that the ballots set forth in the proposition be voted upon substantially as set out in Section 1 hereof; and that the returns of said election shall be made to and canvassed by the Cleveland County Election Board.
- § 3. That the number and location of the polling places and the persons who conduct the elections shall be the same as the regular polling places and persons prescribed and selected by the Cleveland County Election Board for elections in the City of Norman, Oklahoma.
- § 4. That the Special Election Proclamation and Notice of even date, a copy of which is on file with the City Clerk and which is incorporated herein by reference, calling such special election is hereby approved in all respects, and that the Mayor or Mayor Pro Tem is hereby authorized to execute said special election proclamation on behalf of the City, and the City Clerk is hereby authorized to attest and affix the seal of said City to said Special Election Proclamation and Notice and cause a copy of said Special Election Proclamation and Notice to be published as required by law, and a copy thereof delivered to the Cleveland County Election Board.
- § 5. That the City Clerk shall serve or cause to be served, a copy of this Ordinance and a copy of the Special Election Proclamation and Notice of Election upon the office of the Cleveland County Election Board, not less than sixty (60) days prior to the date of the election.

- § 6. Citation and codification. This Ordinance shall be known and cited as the Norman Public Safety Sales Tax Ordinance of 2015, and the same shall be codified and incorporated into Chapter 8, Article IV of the Code of Ordinances of the City of Norman, Oklahoma (the “City”) as follows:

* * *

Section 8-403 – Tax Rate – Sales subject to tax.

There is hereby levied an excise tax of three and one half (3.5) percent, upon the gross proceeds or gross receipts derived from all sales taxable under the Sales Tax Law of Oklahoma . . . [remaining provisions of this section unchanged]

* * *

Section 8-416 – Pledge of portions of tax for expenditure for certain purposes.

- (a) Seventy (70) percent of the additional or second one-percent excise tax (sales tax) will be expended solely for capital expenditures or debt service on obligations financing said capital expenditures for the City, or any public trust having the City as beneficiary, and the remaining thirty (30) percent of the additional or second one-percent tax will be expended for the general municipal government function of the City.
- (b) The additional one half percent of excise tax (sales tax) derived from the Public Safety Sales Tax of 2015 will be expended first to fund Public Safety Personnel positions that were initially funded by the Temporary Public Safety Sale Tax of 2008; to fund the addition of thirteen (13) police personnel to implement a school resource officer program, four (4) emergency communications officers, and two (2) emergency vehicle mechanics; replacement of city radio communications systems; construction of emergency operations and dispatch facility; replacement of fire trucks and apparatus; relocation and reconstruction of fire station no. 5; debt service if incurred for the above purposes.
- (c) Upon satisfaction of the purposes of subsection (b), then the revenues (sales tax) derived from the Public Safety Sales Tax of 2015 shall be accounted for as follows: three eighths of one percent (3/8%) to the General Fund and one eighth of one percent (1/8%) to the Capital Fund for such other public needs as may be identified and budgeted by Council after evaluation considering at least one of the following criteria: projects or expenditures that enhance public safety services;

projects or expenditures that enhance emergency management capabilities; projects or expenditures that enhance animal welfare capabilities; projects or expenditures that provide direct services to the citizens; projects or expenditures that help ensure long term financial stability of the City; and/or projects or expenditures that provide for continuity of existing City services.

* * *

- § 7. Tax imposed. It is hereby imposed a sales tax of one half of one percent (1/2%) (in addition to any and all other sales taxes now in force) to be levied upon the gross receipts derived from all sales taxable under the Oklahoma Sales Tax Code.
- § 8. Effective date and termination. This Ordinance shall become effective on and after the first day of October, 2015, subject to approval of a majority of the registered voters of the City of Norman voting on the same in the manner prescribed by law.
- § 9. Purposes of revenues. The proceeds of the one half of one percent (1/2%) sales tax levied and assessed by this Ordinance shall be dedicated to the Public Safety Sales Tax Fund and used, to the extent feasible from the revenues generated hereby, as follows:

For retention of the seventy-one (71) public safety sales tax personnel initially added with revenues from the Public Safety Sales Tax of 2008 collected pursuant to Ordinance No. O-0708-32; addition of thirteen (13) police personnel to implement a school resource officer program jointly funded with participating public school systems within the municipality, four (4) emergency communications officers, and two (2) emergency vehicle mechanics; replacement of City emergency communications systems; construction of emergency operations and dispatch facility; replacement of fire trucks and apparatus; relocation and reconstruction of Fire Station No. 5; debt service if incurred for the above purposes; the revenues, upon satisfaction of the above purposes, shall be accounted for as follows: three eighths of one percent (3/8%) to the General Fund and one eighth of one percent (1/8%) to the Capital Fund for such other purposes as may be adopted by Council in accordance with criteria specified in section 13 below, provided it is not the intention that revenue generated from this additional tax levy be utilized to create inequities in the City of Norman Compensation system among public safety and nonpublic safety personnel.

- §10. Citizens Public Safety Oversight Committee. The Citizens Public Safety Oversight Committee, established by Ordinance No. O-0708-32, shall review the expenditures of such monies and submit recommendations to Council regarding such expenditures.

- §11. Appointment and number of members. The Citizens Public Safety Oversight Committee, established by Ordinance No. O-0708-32, shall continue to be appointed by the Mayor of the City of Norman upon approval by a majority of the City Council. Prior to the Mayor's recommended appointment of a new Committee member, the Mayor shall consult with the Councilmember for the Ward from which the Committee member is to be chosen. The Committee shall continue to consist of one member from each Ward and one member at-large. The Citizens Public Safety Oversight Committee shall not be current City employees, officials, contractors or vendors of the City.
- §12. Purposes of Citizens Public Safety Oversight Committee. The Citizens Public Safety Oversight Committee shall review the expenditure of revenues collected pursuant to this Ordinance to determine if such funds are expended for the purposes specified in the Ordinance, monitoring the successful implementation of community policing concepts, and issuing reports on their findings to the City Council and the public on an annual basis or as requested by Council, and may prospectively review and make recommendations on such other issues related to Public Safety as may be assigned to it by Council.
- §13. Staffing Plan. Revenues collected hereunder shall be accounted for in the Public Safety Sales Tax Fund and expended first for the retention of the seventy-one (71) public safety sales tax personnel initially added with revenues from the Public Safety Sales Tax of 2008 collected pursuant to Ordinance No. O-0708-32; addition of thirteen (13) police personnel to implement a school resource office program jointly funded with participating public school systems within the municipality, four (4) emergency communications officers, and two (2) emergency vehicle mechanics; replacement of City emergency communications systems; construction of emergency operations and dispatch facility; replacement of fire trucks and apparatus; relocation and reconstruction of Fire Station No. 5 over the period of the tax in accordance with the Staffing Plan set forth herein, and debt service if incurred for the above purposes. The revenues, upon satisfaction of the above purposes, shall be accounted for as follows: three eighths of one percent ($3/8\%$) to the General Fund and one eighth of one percent ($1/8\%$) to the Capital Fund for such other public needs as may be identified and budgeted by Council after evaluation considering at least one of the following criteria: projects or expenditures that enhance public safety services; projects or expenditures that enhance emergency management capabilities; projects or expenditures that enhance animal welfare capabilities; projects or expenditures that provide direct services to the citizens; projects or expenditures that help ensure long term financial stability of the City; and/or projects or expenditures that provide for continuity of existing City services.

<u>Year of Tax</u>	<u>School Resource Police Officers</u>	<u>Additional Emergency Vehicle Mechanics</u>	<u>Additional Communications Officers</u>
1	7	2	2
2	6	0	0
3	0	0	2

- §14. Subsisting state permits. All valid and subsisting permits to do business issued by the Oklahoma Tax Commission pursuant to the Oklahoma Sales Tax Code are, for the purpose of this Ordinance, hereby ratified, confirmed and adopted in lieu of any requirement for an additional City permit for the same purpose.
- §15. Payment of tax. The tax herein levied shall be paid at the time and in the manner and in the form prescribed for the payment of state sales tax under the Oklahoma Sales Tax Code.
- §16. In addition to current taxes. The tax levied hereby is intended to replace the one half of one percent (1/2%) temporary Public Safety Sales Tax of 2008 provided for in Ordinance no. O-0708-32 upon its expiration on September 30, 2015 and is otherwise in addition to any and all other sales taxes levied or assessed by the City. Provided, however, that those provisions of Article IV of Chapter 8 (Sales Tax) of the Code of Ordinances, of the City of Norman, Oklahoma, not inconsistent herewith, shall apply to the sales tax levied and assessed by this Ordinance. For the purpose of this Ordinance, references in the Code of Ordinances to specific provisions of the Oklahoma Sales Tax Code shall deem to be referenced to said statutory provisions, as amended.
- §17. Amendment. The citizens of the City of Norman, Oklahoma, by their approval of this Ordinance at the election hereinabove provided for, hereby authorize the City by Ordinance duly enacted to make any such administrative and technical changes or additions in the method and manner of administration and enforcing this Ordinance as may be necessary or proper for efficiency and fairness except that the purpose, rate and limitation of time for collection of the tax herein provided shall not be changed without the approval of the qualified electors of the City as provided by law. Prior to approval of such amendatory Ordinance, the Oversight Committee established pursuant to Section 10 herein shall review and make recommendation to the Council regarding the amendment.
- §18. Provisions cumulative. Provisions hereof shall be cumulative and in addition to any and all other taxing provisions of City Ordinances.
- §19. Exclusion from "Non-dedicated" UNP TIF revenues. The additional tax authorized under this Ordinance shall not be considered a "non-dedicated" tax as contemplated in the Norman University North Park Project Plan, and accordingly no revenues generated from this additional tax levied on retail sales occurring within the Increment District shall be considered part of the Sales Tax Increment apportioned to the University North Park Tax Increment Finance District.

- §20. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this 28th day of
January, 2014.

Cindy Stostell
Mayor

NOT ADOPTED this _____ day of
_____, 2014.

Mayor

ATTEST:

Brenda Hall
City Clerk



SPECIAL ELECTION
PROCLAMATION AND NOTICE OF ELECTION

Under and by virtue of the Statutes of the State of Oklahoma and acts complimentary, supplementary, and enacted pursuant thereto, and Ordinance No. O-1314-33 dated January 28, 2014, authorizing the calling of an elections on the Proposition hereinafter set forth, I, the undersigned Mayor of the City of Norman, Oklahoma. On the first day of April, 2014, for the purpose of submitting to the registered qualified voters in said City the proposed Proposition:

PROPOSITION

“SHALL ORDINANCE NO. O-1314-33 PROVIDING FOR THE ASSESSMENT OF A SALES TAX OF ONE HALF OF ONE PERCENT (1/2%) ACCOUNTED FOR IN THE PUBLIC SAFETY SALES TAX FUND INTENDED TO REPLACE THE ONE HALF OF ONE PERCENT (1/2%) TEMPORARY PUBLIC SAFETY SALES TAX OF 2008 PROVIDED FOR IN ORDINANCE NO. O-0708-32 UPON ITS EXPIRATION ON SEPTEMBER 30, 2015 BUT IS OTHERWISE IN ADDITION TO THE PRESENT CITY AND STATE SALES TAX UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM ALL SALES TO ANY PERSON TAXABLE UNDER THE SALES TAX LAW OF OKLAHOMA, INCLUDING, BUT NOT LIMITED TO, CERTAIN ENUMERATED SALES LISTED THEREIN; PROVIDING FOR THE PURPOSE OF THE ONE HALF OF ONE PERCENT (1/2%) TO BE USED, TO THE EXTENT FEASIBLE FROM THE REVENUES GENERATED HEREBY, FOR THE PURPOSES OF RETENTION OF THE SEVENTY-ONE (71) PUBLIC SAFETY PERSONNEL INITIALLY ADDED WITH REVENUES GENERATED FROM THE PUBLIC SAFETY SALES TAX OF 2008 LEVIED AND COLLECTED PURSUANT TO ORDINANCE NO. O-0708-32; ADDITION OF THIRTEEN (13) POLICE PERSONNEL TO IMPLEMENT A SCHOOL RESOURCE OFFICER PROGRAM JOINTLY FUNDED WITH PARTICIPATING PUBLIC SCHOOL SYSTEMS WITHIN THE MUNICIPALITY, FOUR (4) EMERGENCY COMMUNICATIONS OFFICERS, AND TWO (2) EMERGENCY VEHICLE MECHANICS; REPLACEMENT OF CITY EMERGENCY COMMUNICATIONS SYSTEMS; CONSTRUCTION OF EMERGENCY OPERATIONS AND DISPATCH FACILITY; REPLACEMENT OF FIRE TRUCKS AND APPARATUS; RELOCATION AND RECONSTRUCTION OF FIRE STATION NO. 5; DEBT SERVICE IF INCURRED FOR THE ABOVE PURPOSES; AND THEN ACCOUNTING FOR THREE EIGHTHS OF ONE PERCENT (3/8%) TO THE GENERAL FUND AND

ONE EIGHTH OF ONE PERCENT (1/8%) TO THE CAPITAL FUND FOR SUCH OTHER LAWFUL PURPOSES OF THE CITY BE APPROVED AFTER CONSIDERING SPECIFIED CRITERIA; AND PROVIDING THAT SUCH ADDITIONAL ONE HALF OF ONE PERCENT (1/2%) SHALL BEGIN TO BE LEVIED ON OCTOBER 1, 2015?"

The ballot used at said election shall set out the Proposition as set forth above and shall also contain the words:

1st ☐ YES - FOR THE PROPOSITION
 2nd ☐ NO – AGAINST THE PROPOSITION

(If the voter desires to vote for the above Proposition, he shall mark the ballot accordingly; if he desires to vote against the above Proposition, he shall mark the ballot accordingly.)

That only the registered qualified voters of the City of Norman, Oklahoma, may vote upon the Proposition as above set forth. The polls shall be opened at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 o'clock p.m.

The special election shall be held at the same places and in the same manner prescribed by law for conducting county and state elections and the numbers and locations of the polling places and the persons who shall conduct said election shall be the same as for county and state elections, all as respectively designated and prescribed by the County Election Board of Cleveland County, Oklahoma.

WITNESS my hand as Mayor of the City of Norman, Oklahoma, and the seal of said City affixed hereto on the 28th day of JANUARY 2014.

Cirely Spostel
 Mayor

(SEAL)

ATTEST:

Pamela Hall
 CITY CLERK



**INTERLOCAL AGREEMENT
BETWEEN NORMAN PUBLIC SCHOOLS AND
THE CITY OF NORMAN FOR IMPLEMENTATION AND OPERATION
OF A SCHOOL RESOURCE OFFICER PROGRAM**

This Agreement is entered into this 24th May day of ~~April~~, 2016, between the City of Norman, a municipal corporation, hereinafter referred to as "CITY" and Independent School District No. 29 of Cleveland County, Oklahoma a/k/a Norman Public Schools, hereinafter referred to as "NPS". Together, CITY and NPS shall be referred to as the "Parties".

WHEREAS, the City of Norman is a charter municipality vested with the power to enter into contracts by Title 11, Section 22-101 of the Statutes of the State of Oklahoma, and NPS is an independent school system with the powers of a corporation, including the authority to contract, by Title 70, Section 5-105 of the Statutes of the State of Oklahoma.

WHEREAS, NPS and CITY have jointly considered and studied the needs of the school district and the City of Norman and believe that implementing and operating a School Resource Officer Program can provide a positive benefit to both the citizens of the City of Norman and NPS students; and

WHEREAS, the School Resource Officer program is designed with the understanding that each school has different needs and each School Resource Officer will provide an approach that is most appropriate for his or her assigned school and the circumstances he or she will encounter.

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignments, responsibilities, and obligations of the School Resource Officers, the CITY, and NPS; and

WHEREAS, to effectuate the purposes stated above, this Agreement is executed.

NOW, THEREFORE, IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the mutual covenants and agreements contained herein, the parties agree as follows:

I.

TERM OF THE AGREEMENT

1. The term of this Agreement shall be for an initial period of five years, subject to appropriation of funds by the Parties, beginning on the 1st day of July, 2016. Subject to the annual appropriation of funds by the Parties, this Agreement shall be renewed automatically for subsequent five year terms.

II.

SCOPE OF AGREEMENT

1. The City and NPS agree to partner to implement and operate a School Resource Officer Program. This Program shall place thirteen (13) commissioned Norman Police Department Officers in schools operated by NPS and equip those officers. The terms of this partnership shall be governed by this Agreement.

K-1516-137

2. The CITY shall provide thirteen (13) employees who are certified, commissioned police officers of the City of Norman Police Department for the School Resource Officer Program to be assigned as follows:
 - a. One (1) School Resource Officer Supervisor
 - b. Two (2) School Resource Officers at Norman High School
 - c. Two (2) School Resource Officers at Norman North High School
 - d. One (1) School Resource Officer at Whittier Middle School
 - e. One (1) School Resource Officer at Alcott Middle School
 - f. One (1) School Resource Officer at Irving Middle School
 - g. One (1) School Resource Officer at Longfellow Middle School
 - h. Four (4) School Resource Officers to rotate between fifteen (15) NPS elementary schools

Six School Resource Officers, consisting of one supervisor and five officers, shall be assigned in the first year of the Public Safety Sales Tax II, and the remaining School Resource Officers, subject to available funding, shall be assigned in the second year of the Public Safety Sales Tax II. In the event insufficient funds are available, the number of additional officers for 2017-2018 and subsequent years may be adjusted by agreement of NPS and the City.

3. The CITY agrees that the vehicles utilized by the School Resource Officers shall be marked, fully equipped Norman Police Department patrol cars. One marked vehicle will be present at each school while a School Resource Officer is on duty at that location.
4. School Resource Officers will work with NPS personnel on a cooperative basis. In addition to law enforcement functions, the School Resource Officers will be available to provide counseling, education and public speaking services as requested by NPS administration or its designated agents.

III.

COMPENSATION

1. The CITY and NPS agree to jointly fund the School Resource Officer Program.
2. As compensation to the CITY for the Services, NPS agrees to pay the CITY the following:
 - a. An annual fee for the period of July 1, 2016 through June 30, 2017 not to exceed \$426,837.00. This amount will be billed at a rate of \$106,459.25 per quarter.
3. It is anticipated that the cost of the program will increase annually due to increases in costs such as personnel and equipment, but the Parties agree to continue to jointly fund the Agreement. Prior to May 1st of each subsequent one year term of the Agreement, the CITY shall notify NPS of increased costs of the program, if any, and provide documentation that supports the increase. CITY and NPS personnel shall meet to discuss these projected costs in order to agree on cost-sharing for the subsequent one year term of the Agreement. These meetings shall be held prior to the adoption of both the CITY and NPS budgets for the year.
4. In the event a School Resource Officer is absent due to sick leave, training, subpoena or court appearance, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave, NPS shall not be relieved of its obligation to pay the entire amount described above.

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Provided, however, if a School Resource Officer is absent more than five (5) consecutive school days, the School Resource Officer shall be replaced by another Norman Police Officer qualified to perform the duties of the School Resource Officer or payment shall be reduced on a prorated basis.

In the event that the CITY finds it necessary to reassign one or more School Resource Officers due to a citywide or major emergency for more than five (5) consecutive school days, payment for services shall be reduced on a prorated basis.

IV.

INDEPENDENT CONTRACTOR

1. The CITY is and at all times shall be deemed an independent contractor and shall be wholly responsible for the way CITY performs the services required by the terms of the Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the CITY and NPS or any of CITY's agents or employees. The CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. The CITY, its agents and employees, shall not be entitled to any rights or privileges of NPS employees, beyond those required for the performance of their School Resource Officer duties, and shall not be considered in any manner to be NPS employees.
2. While NPS will not directly supervise the School Resource Officers in the day-to-day performance of their duties, NPS may provide input to the CITY regarding the personnel assigned under this Agreement. If NPS objects to the assignment of any personnel to its campuses, NPS will review those objections with a designated representative of the CITY for final resolution of the objections.
3. The CITY and NPS will work cooperatively to provide the best working relationship possible between the parties to ensure that the needs of the individual schools, students, principals and school staff, and School Resource Officers are met. This includes meetings between principals and the School Resource Officer supervisor as needed to facilitate scheduling and operation of the program. The NPD SRO Lieutenant will be the point of contact for the City for routine questions, scheduling, and day to day operations of the program.

V.

ADDITIONAL PERSONNEL

1. In addition to the School Resource Officers assigned according to Section I, Paragraph 2 above, NPS, at its option, shall have the right to engage off-duty Norman Police Department (NPD) personnel for special events, sporting events, or other school-related activities as NPS deems necessary. Any off-duty NPD personnel not designated as a School Resource Officer under this Agreement will be considered an NPS employee or independent contractor during the period of engagement to be compensated directly by NPS as arranged between NPS and the off-duty NPD personnel so engaged.
2. In addition to the personnel to be provided by CITY, NPS, at its option, shall have the right to engage personnel to provide private security services, including private security services provided through a private security company. In the event NPS elects to engage private security services

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either through NPD employees or through a private security service, the private security services will be coordinated with the NPD personnel. Nothing in this Agreement shall create liability on the part of CITY or NPS for personnel hired under this Section.

VI.

GENERAL DUTIES

1. The CITY and NPS Staff have worked together to create a list of general duties for the School Resource Officers which outlines the officers' duties and is hereby incorporated by reference into this Agreement as Attachments "A" and "B".

It is anticipated that, as the School Resource Officer Program is developed over the subsequent terms of this Agreement, it may be necessary to amend Attachments "A" and "B" to better reflect the scope of the general duties for the School Resource Officers. For that reason, the Police Chief of the CITY and the Superintendent of NPS are hereby authorized to make written, mutually agreed upon amendments to Attachments "A" and "B" as necessary to continue to provide a high level of service to the citizens of the City of Norman.

2. School Resource Officers, during the summer months while school is not in session, shall be assigned by the NPD to complete training (police department as well as school-related training) and to take vacation leave for which they may be eligible. However (in addition to the NPD SRO Lieutenant), one SRO will be assigned at an NPS high school for the summer school sessions; a second shall be available for assignment as needed throughout the summer months. SROs shall also be available for summer events in the schools upon notice from NPS. If SROs have additional time in the summer months, taking into consideration training and leave, they may be used for police department responsibilities.

VII.

INSURANCE

1. The CITY is self-insured. The CITY shall provide workers' compensation insurance in the amount required by Oklahoma law for all employees engaged in work as a School Resource Officer under this Agreement.

VIII.

TERMINATION AND ASSIGNMENT

1. This Agreement may be terminated by either Party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other Party.
2. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other Party to this Agreement.

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IX.

DISPUTE RESOLUTION AND VENUE

1. In the event both Parties are unable to jointly resolve a dispute arising from the implementation and operation of the School Resource Officer Program, then the final decision specific to that dispute will be submitted for resolution to the City Manager of CITY and the Superintendent of NPS. In the event the City Manager of CITY and the Superintendent of NPS are unable to jointly resolve any such dispute, then the matter will be submitted within thirty (30) days to a third party mediator. In the event the mediation is unsuccessful in resolving any dispute arising from the implementation or operation of the School Resource Officer Program, then each party has the option to file suit.
2. All obligations of each party to this Agreement shall be performed in Cleveland County, Oklahoma. The laws of the State of Oklahoma shall govern the interpretation, validity, performance, and enforcement of this Agreement, and the exclusive venue for any legal proceedings involving this Agreement shall be Cleveland County, Oklahoma.

X.

NOTICES

1. Any notice to be given by CITY to NPS hereunder shall be deemed to be properly served if deposited in the United States mail, postage prepaid, addressed to: Superintendent Dr. Joseph Siano, Norman Public Schools, 131 South Flood Avenue, Norman, Oklahoma, 73069.
2. Any notice to be given hereunder by NPS to CITY shall be deemed to be properly served if the same be deposited in the United States mail, postage prepaid addressed to: Police Chief Keith Humphrey, P. O. Box 370, Norman, Oklahoma, 73070 with a copy to the City Manager.

XI.

SEVERABILITY

1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

XII.

HOLD HARMLESS CLAUSE

1. To the extent allowed by law, NPS does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, for any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

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2. To the extent allowed by law, CITY does hereby agree to waive all claims against, release, and hold harmless NPS and all of its officials, officers, agents, employees, in both their public and private capacities, for any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
3. It is the intention of both Parties that this mutual hold harmless clause shall be interpreted to mean that each party shall only be responsible for the actions of each party's own employees, officials, officers, and agents. The Parties agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

XIII.

ENTIRE AGREEMENT

1. This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both of the parties.

Executed this 24th day of May, 2016.

CITY OF NORMAN

By
Mayor

Cindy Rosenthal
5/24/16

NORMAN PUBLIC SCHOOLS

By

Cindy Rosenthal
Dr. Dan Snell, President
Board of Education

Cindy Rosenthal
Vice President

ATTEST:



APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY [Signature] DATE 5/23/16

ATTEST:

Jill Eidson
Nathalie Eckert, Clerk
Board of Education

Jill Eidson
Deputy Clerk

Attachment A
School Resource Officer (SRO) Duties

1. The primary function of the School Resource Officer (SRO) shall be to insure the safety of the students and faculty and provide campus security. Specifically, the SRO shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds and serve as a liaison between the school, the police department, juvenile officials, probation officials, courts, and other agencies of the juvenile justice system.
2. The Principal, or designee, shall retain authority regarding all school issues. The SRO shall determine all law enforcement issues. The SRO shall communicate with the Principal regarding all law enforcement incidents on the campus or at school related activities. The SROs are solely responsible to the Chief of Police but shall work directly and in cooperation with the Principal of the school to which they are assigned.
3. The SRO shall participate in mandatory training set out by state law and/or NPD policy. The SRO should also participate in reasonable training programs provided by NPS that directly impact their ability and skills as SROs.
4. The SRO shall be available as a resource to provide information on topics on which the officers have special competence due to their law enforcement training. The SRO shall also attempt to identify and counter deviant behavior and any other behavior that would be disruptive or unsafe to the students, faculty or district property.
5. The SRO shall make themselves visible in a public relations role in order to provide a highly visible crime deterrent in school property in order to effectively promote security and order in the schools.
6. The SRO shall attempt to provide guidance and direction for students, parents and staff when appropriate, to work with the school administrators to resolve school-police problems, and to work with parents of troubled youth.
7. The SRO shall not enforce NPS regulations or rules unless the violation of such rule or regulation constitutes a violation of a state law or city ordinance.
8. Nothing in this agreement shall limit or eliminate the need to utilize the 9-1-1 reporting system, or the use of NPD district police officers to handle or supplement calls for service. Use of 9-1-1 is encouraged for emergency calls even if an SRO is also called.
9. Except in an emergency, SROs should not be called away from their assigned school to handle incidents, as this may be disruptive to the teacher/SRO/student relationship. SROs may be contacted and may respond as soon as possible to assist NPD district officers when reasonable to assist with providing public safety.

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10. SROs shall maintain a close liaison with the NPD officers around their assigned schools. They shall exchange information regarding suspects, incidents, and potential problems to ensure reasonably consistent enforcement from officer to officer to the extent permitted by law.
11. SROs may be required to attend SRO meetings during contract hours to discuss incidents, potential problems, and issues surrounding the SRO program. The primary purpose of these meetings will be to increase the effectiveness of the SRO program.
12. The NPD reserves the right to assign SROs to a police function in the event of an emergency or situation that dictates a call-up of police personnel as directed in NPD policy and procedures. An emergency situation may include a tornado, wildfire, etc.

Attachment B

School Resource Officers and School Discipline

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative agreement on school security and school discipline to guide and define the relationship between Norman Public Schools (the “District”) and the City of Norman (“Norman”) (collectively referred to as “the Parties”) in the use of School Resource Officers (“SRO” or “SROs”). The Parties acknowledge that law enforcement plays an essential role in maintaining safety in the community and in the District. However, the use of arrests and referrals to the criminal justice system for minor or typical school behaviors can adversely affect students and erode confidence in and respect for both the school administration and law enforcement. The parties have developed this guidance to ensure a consistent approach to law enforcement and school discipline that emphasizes cooperation in the handling of school-based student misbehavior. Emphasis is placed on handling incidents uniformly while ensuring that each case is addressed on an individualized basis. The manner in which each incident is handled is dependent upon many factors unique to each child. This includes, but is not limited to, behavioral history, present circumstances, disciplinary record, academic record, general demeanor and disposition toward others, disability, special education status, and other factors. Accordingly, the parties concur that students involved in the same incident or similar incidents may receive different and varying responses depending on the factors and needs of each student.

To address these issues and ensure that all students have access to a safe and productive learning environment, the Parties agree that cooperation is essential. Among other benefits, committed cooperation can enhance appropriate responses and use of resources, when responding to school-based misbehavior. For purposes of this MOU, student misbehavior is considered to be breaches of the Code of Student Conduct, disruptions, and other minor infractions or omissions by a student that occurs on school grounds, school transportation or during a school sponsored or related event.

Responding to Student Misbehavior

In the event a student misbehaves, the school principal and their designees will be the primary source of intervention and disciplinary consequences. SROs are responsible for criminal law issues—not school discipline issues. The Code of Student Conduct provides detailed information on consequences and interventions and shall guide the response to particular types of misbehavior. In addition, school officials should make reasonable efforts, where applicable, to connect students to school or community-based support services, such as counseling, mentoring, or extra-curricular activities.

Many types of minor student misbehavior may technically meet the statutory requirements for non-violent misdemeanors (e.g. theft, vandalism, disorderly conduct, loitering, incidents relating to alcohol, threats, harassment, etc.), but may be handled outside of the criminal justice system. Absent a real and immediate threat to students, teachers, or public safety, incidents involving public order offenses such as those above and including disturbance/disruption of school or public assembly; trespass; loitering; profanity; and fighting that does not involve physical injury or a weapon, may be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of a criminal citation, ticket, or summons, filing of a delinquency petition, referral to a probation officer, or actual arrest) as may be appropriate on a case-by-case basis. Behavior that rises to the level of a felony offense is not included within this category.

All individuals involved in school discipline decisions shall consider the surrounding circumstances including the age, history, disability or special education status, and other factors that may have influenced the behavior of the student, the degree of harm caused and the student's genuine willingness to repair the harm and accept responsibility for the student's action.

SROs will avoid arresting students at school, where possible, unless the child poses a real and immediate threat to student, teacher, or public safety, or a judicial warrant specifically directs the arrest of the student in a school. School principals shall be consulted prior to an arrest of a student where practicable, and the student's parent or guardian shall be notified of a child's arrest as soon as practicable.

Further Incidents

Repeated incidents of non-violent misdemeanors shall result in graduated levels of school-based interventions and consequences by the administrators on campus, according to the Code of Student Conduct, and referral to law enforcement for certain incidents.

Student Rights

Absent a real and immediate threat to student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is probable cause to believe that the search will reveal evidence that the student has committed or is committing a criminal offense.

- The SRO shall inform school administrators prior to conducting a probable cause search where practicable.
- The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.

A school official may conduct a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school, and the search is justified in scope given such suspicion.

- Absent a real and immediate threat to students, teachers, or public safety, a school official shall not ask an SRO to be present or participate in such a search.

Absent a real and immediate threat to students, teachers, or public safety, an SRO may question or participate in the questioning of a student about conduct that could expose the child to court-involvement or arrest only after informing the child of Miranda rights and only in the presence of the child's parent or guardian.

Accountability

The school district and Norman Police Department shall maintain annual publicly available data, in compliance with the Oklahoma Open Records Act, without disclosing personally identifiable information, documenting the following:

- Number of incidents resulting in a juvenile arrest for conduct on school grounds or at a school-sponsored event, broken down by school; offense; arrestee's age, grade level, race, sex, and disability status; and disposition/result;

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- Number of incidents resulting in other forms of law enforcement intervention — including searches and seizures by SROs; questioning by SROs; issuance of a criminal citation, ticket or summons; filing of a delinquency petition and referral to a probation officer—for juvenile conduct on school grounds or at a school-sponsored event, broken down by school; offense or reason; type of law enforcement intervention; juvenile's age, grade level, race, sex, and disability status; and disposition/result;
- Number of suspensions or other disciplinary consequences imposed on students, broken down by school; offense/infracton; student's age, grade level, race, sex, and disability status; and disciplinary consequence imposed;
- Policies, and protocols governing the SRO program;
- Number of SROs deployed to each school;
- Training materials for SROs; and
- Number and types of complaints lodged against SROs.

It is the policy of the Norman Police Department to investigate all complaints against it, or of alleged SRO misconduct, to equitably determine whether the allegations are valid or invalid, and take appropriate action. Any student, parent, teacher, and principal or other school administrator may submit a complaint, orally or in writing, of abuses or misconduct by SROs to the Norman Police Department.

- Parents shall be permitted to submit a complaint in their native language.
- The complaint system must be confidential and protect the identity of the complainant from the SRO to the extent consistent with the SRO's due process rights.
- Complaints shall be investigated and resolved, and complainants shall be furnished with a written explanation of the investigation and resolution.

Every student, parent, and guardian in the school system shall be informed of the complaint procedure through the District's customary means of communicating information to students and parents.

School Mission and SRO Role

As emphasized above, the involvement of SROs is to improve school safety and the educational climate at the school, not to enforce school discipline or punish students. Accordingly, building-level school administrators shall be consulted when a SRO is deployed to the school.

The SRO shall meet with building-level school administrators, teachers, parents, and student representatives at least annually to discuss issues of school safety. Similarly, the SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate and through participation in relevant school training.

The SRO Supervisor shall maintain activity reports and submit monthly summaries of these reports to district-level school administrators, and the relevant law enforcement agency. The monthly summaries shall include, for each SRO, the numbers and descriptions of all incidents or calls for service; names of school officials involved (referring teachers, principals, etc.); student searches; student questioning; tickets, citations, or summonses; filing of delinquency petitions; referrals to a probation officer; actual arrests; and other referrals to the juvenile justice system.

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Absent a real and immediate threat to students, teachers, or school safety, and absent the situations described above where formal law enforcement intervention is deemed appropriate by the SRO, building-level school administrators shall have final authority in the building over matters of school discipline.

Discretion of Law Enforcement

Nothing in this MOU is intended to limit the discretion of law enforcement. Officers responding to an incident or consulting with school officials are encouraged to use their discretion in determining the best course of action, especially when using alternatives to arrest. While the option to use the criminal justice system is available for many incidents, the totality of the circumstances should be taken into consideration and any less punitive alternatives that ensure the safety of the school community should be considered.

Professional Development

Every SRO shall receive at least 40 hours of pre-service training and 8 hours of annual in-service training on some or all of the following topics:

- Child and adolescent development and psychology;
- Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
- Children with disabilities or other special needs; and
- Cultural Competency.

Annual Review

These guidelines shall be reviewed at least annually to ensure that they remain timely, effective, and fully correlated to an educational environment that is secure while tolerant of students' learning and testing of school and community expectations and boundaries.

AMENDMENT NO. 1 TO CONTRACT NO. K-1516-137

This is Amendment No. 1 to Contract No. K-1516-137, an Interlocal Agreement entered into as of the 25th day of **July, 2017** by and between Norman Public Schools ("NPS"), and the City of Norman, Oklahoma ("CITY");

WHEREAS, Contract No. K-1516-137 established a partnership between NPS and the CITY for the placement of thirteen (13) commissioned Norman Police Department Officers in schools operated by NPS and equip those officers; and

WHEREAS, six School Resource Officers, consisting of one supervisor and five officers, were to be assigned in the first year of the Public Safety Sales Tax II, and the remaining School Resource Officers, subject to available funding, were agreed to be assigned in the second year of the Public Safety Sales Tax II; and

WHEREAS, the initial six officers were assigned for the 2016-2017 school year; and

WHEREAS, NPS and the City have agreed to assign an additional three (3) officers, for a total of nine (9) officers, for the 2017-2018 school year in order to increase the presence of the SRO officers within the school system while remaining respectful of budget challenges; and

WHEREAS, in the operation of the School Resource Officer Program, both NPS and the CITY have realized the need for an amendment to the language in Attachment B which details the role of the School Resource Officers in regards to the search of a student's person, possessions, or locker; and

Now, THEREFORE, the Parties hereto agree as follows:

1. The placement and equipping of three additional School Resource Officers within the Norman Public Schools System for the 2017-2018 school year and subsequent years for the duration of Contract No. K-1516-137 according to its terms.
2. The CITY and NPS continue to agree to jointly fund the School Resource Officer Program and both parties acknowledge that the placement of the additional three (3) officers will increase the cost of the program.
3. NPS agrees to pay an annual fee for the period of July 1, 2017 through June 30, 2018 not to exceed \$648,690.00. This amount will be billed at a rate of \$162,173.50 per quarter.
4. To amend Attachment B to remove the following words "be present or" from the third bullet point in the Student Rights Section of the attachment. The revised sentence shall read as follows: "Absent a real and immediate threat to students,

teachers, or public safety, a school official shall not ask an SRO to participate in such a search.”

All other terms of K-1516-137 shall apply as originally set forth in the contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Dated this 25th day of July, 2017.

CITY OF NORMAN

By [Signature]
Lynne Miller, Mayor



NORMAN PUBLIC SCHOOLS

By [Signature]
Cindy Nashert, President
Board of Education

ATTEST:

[Signature]
Deputy City Clerk

ATTEST:

[Signature]
Natalie Eckert, Clerk
Board of Education

Approved as to form and legality this

17th day of July, 2017.

[Signature]
City Attorney

Attachment B

School Resource Officers and School Discipline

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative agreement on school security and school discipline to guide and define the relationship between Norman Public Schools (the “District”) and the City of Norman (“Norman”) (collectively referred to as “the Parties”) in the use of School Resource Officers (“SRO” or “SROs”). The Parties acknowledge that law enforcement plays an essential role in maintaining safety in the community and in the District. However, the use of arrests and referrals to the criminal justice system for minor or typical school behaviors can adversely affect students and erode confidence in and respect for both the school administration and law enforcement. The parties have developed this guidance to ensure a consistent approach to law enforcement and school discipline that emphasizes cooperation in the handling of school-based student misbehavior. Emphasis is placed on handling incidents uniformly while ensuring that each case is addressed on an individualized basis. The manner in which each incident is handled is dependent upon many factors unique to each child. This includes, but is not limited to, behavioral history, present circumstances, disciplinary record, academic record, general demeanor and disposition toward others, disability, special education status, and other factors. Accordingly, the parties concur that students involved in the same incident or similar incidents may receive different and varying responses depending on the factors and needs of each student.

To address these issues and ensure that all students have access to a safe and productive learning environment, the Parties agree that cooperation is essential. Among other benefits, committed cooperation can enhance appropriate responses and use of resources, when responding to school-based misbehavior. For purposes of this MOU, student misbehavior is considered to be breaches of the Code of Student Conduct, disruptions, and other minor infractions or omissions by a student that occurs on school grounds, school transportation or during a school sponsored or related event.

Responding to Student Misbehavior

In the event a student misbehaves, the school principal and their designees will be the primary source of intervention and disciplinary consequences. SROs are responsible for criminal law issues—not school discipline issues. The Code of Student Conduct provides detailed information on consequences and interventions and shall guide the response to particular types of misbehavior. In addition, school officials should make reasonable efforts, where applicable, to connect students to school or community-based support services, such as counseling, mentoring, or extra-curricular activities.

Many types of minor student misbehavior may technically meet the statutory requirements for non-violent misdemeanors (e.g. theft, vandalism, disorderly conduct, loitering, incidents relating to alcohol, threats, harassment, etc.), but may be handled outside of the criminal justice system. Absent a real and immediate threat to students, teachers, or public safety, incidents involving public order offenses such as those above and including disturbance/disruption of school or public assembly; trespass; loitering; profanity; and fighting that does not involve physical injury or a weapon, may be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of a criminal citation, ticket, or summons, filing of a delinquency petition, referral to a probation officer, or actual arrest) as may be appropriate on a case-by-case basis. Behavior that rises to the level of a felony offense is not included within this category.

All individuals involved in school discipline decisions shall consider the surrounding circumstances including the age, history, disability or special education status, and other factors that may have influenced the behavior of the student, the degree of harm caused and the student's genuine willingness to repair the harm and accept responsibility for the student's action.

SROs will avoid arresting students at school, where possible, unless the child poses a real and immediate threat to student, teacher, or public safety, or a judicial warrant specifically directs the arrest of the student in a school. School principals shall be consulted prior to an arrest of a student where practicable, and the student's parent or guardian shall be notified of a child's arrest as soon as practicable.

Further Incidents

Repeated incidents of non-violent misdemeanors shall result in graduated levels of school-based interventions and consequences by the administrators on campus, according to the Code of Student Conduct, and referral to law enforcement for certain incidents.

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Absent a real and immediate threat to student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is probable cause to believe that the search will reveal evidence that the student has committed or is committing a criminal offense.

- The SRO shall inform school administrators prior to conducting a probable cause search where practicable.
- The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.

A school official may conduct a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school, and the search is justified in scope given such suspicion.

- Absent a real and immediate threat to students, teachers, or public safety, a school official shall not ask an SRO to participate in such a search.

Absent a real and immediate threat to students, teachers, or public safety, an SRO may question or participate in the questioning of a student about conduct that could expose the child to court-involvement or arrest only after informing the child of Miranda rights and only in the presence of the child's parent or guardian.

Accountability

The school district and Norman Police Department shall maintain annual publicly available data, in compliance with the Oklahoma Open Records Act, without disclosing personally identifiable information, documenting the following:

- Number of incidents resulting in a juvenile arrest for conduct on school grounds or at a school-sponsored event, broken down by school; offense; arrestee's age, grade level, race, sex, and disability status; and disposition/result;

- Number of incidents resulting in other forms of law enforcement intervention — including searches and seizures by SROs; questioning by SROs; issuance of a criminal citation, ticket or summons; filing of a delinquency petition and referral to a probation officer—for juvenile conduct on school grounds or at a school-sponsored event, broken down by school; offense or reason; type of law enforcement intervention; juvenile's age, grade level, race, sex, and disability status; and disposition/result;
- Number of suspensions or other disciplinary consequences imposed on students, broken down by school; offense/infracton; student's age, grade level, race, sex, and disability status; and disciplinary consequence imposed;
- Policies, and protocols governing the SRO program;
- Number of SROs deployed to each school;
- Training materials for SROs; and
- Number and types of complaints lodged against SROs.

It is the policy of the Norman Police Department to investigate all complaints against it, or of alleged SRO misconduct, to equitably determine whether the allegations are valid or invalid, and take appropriate action. Any student, parent, teacher, and principal or other school administrator may submit a complaint, orally or in writing, of abuses or misconduct by SROs to the Norman Police Department.

- Parents shall be permitted to submit a complaint in their native language.
- The complaint system must be confidential and protect the identity of the complainant from the SRO to the extent consistent with the SRO's due process rights.
- Complaints shall be investigated and resolved, and complainants shall be furnished with a written explanation of the investigation and resolution.

Every student, parent, and guardian in the school system shall be informed of the complaint procedure through the District's customary means of communicating information to students and parents.

School Mission and SRO Role

As emphasized above, the involvement of SROs is to improve school safety and the educational climate at the school, not to enforce school discipline or punish students. Accordingly, building-level school administrators shall be consulted when a SRO is deployed to the school.

The SRO shall meet with building-level school administrators, teachers, parents, and student representatives at least annually to discuss issues of school safety. Similarly, the SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate and through participation in relevant school training.

The SRO Supervisor shall maintain activity reports and submit monthly summaries of these reports to district-level school administrators, and the relevant law enforcement agency. The monthly summaries shall include, for each SRO, the numbers and descriptions of all incidents or calls for service; names of school officials involved (referring teachers, principals, etc.); student searches; student questioning; tickets, citations, or summonses; filing of delinquency petitions; referrals to a probation officer; actual arrests; and other referrals to the juvenile justice system.

Absent a real and immediate threat to students, teachers, or school safety, and absent the situations described above where formal law enforcement intervention is deemed appropriate by the SRO, building-level school administrators shall have final authority in the building over matters of school discipline.

Discretion of Law Enforcement

Nothing in this MOU is intended to limit the discretion of law enforcement. Officers responding to an incident or consulting with school officials are encouraged to use their discretion in determining the best course of action, especially when using alternatives to arrest. While the option to use the criminal justice system is available for many incidents, the totality of the circumstances should be taken into consideration and any less punitive alternatives that ensure the safety of the school community should be considered.

Professional Development

Every SRO shall receive at least 40 hours of pre-service training and 8 hours of annual in-service training on some or all of the following topics:

- Child and adolescent development and psychology;
- Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
- Children with disabilities or other special needs; and
- Cultural Competency.

Annual Review

These guidelines shall be reviewed at least annually to ensure that they remain timely, effective, and fully correlated to an educational environment that is secure while tolerant of students' learning and testing of school and community expectations and boundaries.